



**Restated & Amended Restrictions**

**SCANNED**

TO

**FAIR OAKS RANCH BEXAR COUNTY UNIT F-1**

STATE OF TEXAS

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§  
§

KNOW BY ALL THESE PRESENT

COUNTY OF BEXAR

WHEREAS, Fairco, Inc. was the original developer of the land and premises known as Fair Oaks Ranch Bexar County Unit F-1 (also known as "The Village"), Bexar County, Texas described according to the plat recorded in Volume 8700, Page 119, Bexar County Plat Records, comprising 6.661 acres, more or less, and said tract of land and premises being herein referred to as "the Subdivision," "Unit F-1" or "The Village"; and

WHEREAS, Fairco, Inc., subjected the above-described real property or Subdivision to the protective covenants, restrictions, reservations and easements recorded in Volume 1706, Page 718 et. seq. of the Bexar County Deed Records in 1979 as thereafter amended in 1980 (see volume 2230, page 235 et. seq. of the Bexar County Deed Records) collectively "Restrictions" herein) for the benefit of such property and the present and future owners thereof;

NOW THEREFORE, the Restrictions Committee, being duly comprised of the successors of the original Restrictions Committee per the Restrictions, having met and duly considered amending the Restrictions in furtherance of the uniform plan for the development of the Subdivision as a high-class, exclusive residential area, hereby amend the Restrictions applicable to all property and land previously described in the original Restrictions. The Restrictions Committee does hereby AMEND the easements, restrictions covenants and conditions that comprised the Restrictions, which are for the purpose of protecting and enhancing the value and desirability of owning property in the Subdivision, and which shall run with, the real property in the Subdivision and shall be binding on all parties having any right, title, or interest in any property in the Subdivision, and their heirs, successors and assigns, which Restrictions benefit each owner in the Subdivision, and in general, will insure the best use and most appropriate development of the Subdivision. These amendments are promulgated pursuant to the original Restrictions.

These Restated and Amended Restrictions are promulgated pursuant to the original Restrictions but, other than the recitals and the grant of the original power to the Restrictions Committee to amend the Restrictions, these Restated and Amended Restrictions supplant and supersede all other covenants and declarations in the prior original Restrictions as amended. In other words, rather than executing another amendment to the Restrictions that would effectively require the reader to view multiple recorded documents to comprehensively review all the restrictions, conditions, and covenants encumbering the Subdivision, the original Restrictions



and all subsequent amendments, to the extent same continue to be effective, are restated herein. This document restates those restrictions in the original Restrictions and the subsequent amendments to the extent such restrictions and conditions continue. Therefore, the reader need only read this one document to obtain the full import of all restrictions and covenants encumbering the property that comprises the Subdivision at the time of this Restated and Amended Restrictions. If a restriction, covenant or land use provision in the prior restrictions or prior amendments is not included herein, such provisions have been omitted and are no longer operative, which omissions are intentional deletions as part of the amendment process granted in the original restrictions to the Restrictions Committee. The original amendment process granted in the original restrictions to the Restrictions Committee, of course, is not superseded.

## A. COVENANTS AND RESTRICTIONS

1. (a) Each of the lots in such subdivision shall hereafter be used only for the construction of the following: (1) one single family residence or main dwelling unit thereon, including other appurtenant structures permitted under the terms hereof; (2) detached garden-patio homes; or (3) townhome or condominium units. It being intended that no commercial use of any such lots shall be permitted unless merely incidental to the primary use of the property as a single family residence, and, specifically, that no sign shall be placed on any such lot indicating a commercial use thereof, and that such main dwelling units constructed on each such lot shall contain at least the following number of square feet of main dwelling living area, exclusive of porches, garages and breezeways:

- (1) Single Family Residences.

- (2) Detached garden-patio homes: 2 bedrooms 1,700 square feet; 3 bedrooms – 1,800 square feet (for each additional bedroom, 100 square feet shall be added to the foregoing minimum measurements).

- (3) Townhomes or condominium units: 2 bedrooms – 1,500 square feet, 3 bedrooms – 1,600 square feet; 3 units and larger 2 bedroom units – 1,400 square feet, 3 bedroom – 1,500 square feet (for each additional bedroom, 100 square feet shall be added to the foregoing minimum measurements).

- (4) Each dwelling unit must have a two-car garage.

- (b) In the case of duplexes or townhome construction, the separate living units must be physically connected with the same type of architecture and will contain garages with side or rear loading where possible so as to give the appearance of a single large unit. Townhomes and condominiums must not contain more than “5-plex” units.

2. (a) Plans for all dwelling units must be submitted to the Restrictions Committee (previously called the Architectural Review Committee) for approval before construction on any such units or improvements on any lot may begin, in accordance with the provisions contained in Paragraph "B" below, entitled "Restrictions Committee."

(b) All dwelling units hereafter constructed in such subdivision shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance commensurate with The Village being a high-class residential subdivision. The exterior walls of all main dwelling units so constructed on said property, exclusive of porches, garages and breezeways appurtenant thereto, shall be constructed of at least 50% stone or brick, unless approved otherwise by the Restrictions Committee and with it being specifically here provided that no houses or other structures shall be moved onto any lot in such subdivision, other than commercially constructed children's playhouses and storage buildings when approved by the Restrictions Committee. Concrete tile or cinder block is not considered to be stone or brick. Stucco will be considered if roof is of clay tile or lightweight concrete tile.

3. The entire exterior of all main dwelling units constructed in such subdivision, together with the driveways, sidewalks and other exterior appurtenances thereto, must be completed within nine (9) months after the commencement of work thereon or the placing of materials thereon on such property, whichever occurs earliest, with the exception that 30-day extensions for completion of construction may be granted in the discretion of the Restrictions Committee upon application therefore, with any such extension needing to be in writing to be effective.
4. All main dwelling units constructed in such subdivision shall be set back at least 20 feet from the street curb line of each lot in such subdivision (although 25 feet is preferred). No structures of any type, including but not limited to, patios, decks, gazebos, swimming pools or fences shall be constructed within 40 feet of the back property line for all lots adjacent to the fairways of the golf course. All such improvements on any lot in such subdivision must face on the street upon which such lot fronts, subject however to any variances thereto as may be granted in writing by the Restrictions Committee thereafter provided for.
5. That prior to the construction of any fence, gazebo, driveway, detached garages, storage buildings, guest houses or other improvements or out-buildings on any lot in such subdivision, plans and specifications therefore, including a plot plan showing the proposed location thereof, must be submitted to the Restrictions Committee hereinafter provided for, and the approval thereof procured from such committee prior to the commencement of construction thereon, and in connection therewith it is accordingly understood that the construction of any such improvements on any lot in such subdivision without the prior approval of such Restrictions Committee will be conclusively presumed to be in violation of these Restrictions, with it being intended in connection with the provisions hereof that

such Restrictions Committee in furtherance of a uniform plan for the development of such subdivision shall be vested with the authority to control the location and type of construction of any such barns, detached garages, guest houses, sheds and other out-buildings built in such subdivision into a high-class residential area. Notwithstanding the foregoing, however, it is expressly understood that the failure of such Restrictions Committee to give notification of its disapproval of any such plans and specifications for any such improvements, including a plot plan showing the location thereof, within thirty days after receipt thereof shall be deemed for all purposes under the provisions hereof as the approval thereof.

6. No garage, storage building or temporary building shall be constructed on any lot in the Subdivision as living quarters thereon, except that detached servants quarters or guest houses may be constructed thereon provided it is built in conjunction with or after the main dwelling unit to which it is appurtenant is constructed, and is otherwise approved by the Restrictions Committee per the provisions above.
7. No trailer house or mobile home shall be placed or otherwise permitted on any street or lot in the Subdivision. No trailer house, mobile home, motor home, camper, boat or other type of recreational vehicle will be permitted to be parked on the streets or in front of any home in the Subdivision. Nor shall such vehicles be parked in such a manner as to be visible from the street or from golf course fairways. All such recreational vehicles and/or motor homes and boats parked in the rear of any main dwelling unit on the fairway lots must be screened from the view of the fairways.
8. Any fuel oil, propane or butane tank shall be located so as not to be visible from the fairways or from the street on which the lot where said tank is located faces.
9. No fences shall be constructed within the 40-foot setback line of the back lot line of all fairway lots. All fencing shall be constructed of wood, stone or brick, unless otherwise approved by the Restrictions Committee. Only fences constructed of quality materials and good workmanship will be allowed. ALL FENCES MUST BE APPROVED BY THE RESTRICTIONS COMMITTEE PRIOR TO CONSTRUCTION, BOTH AS TO QUALITY OF MATERIALS AND AS TO CONSTRUCTION, AS WELL AS THE LOCATION THEREOF.
10. No animals will be permitted on any lot in such subdivision except household pets, with it being specifically understood that no livestock of any type will be permitted on any part of said subdivision. Pets maintained outside of a residence must be on a leash or contained within a fence.
11. In the event that a "zero-lot line" structure is constructed on any lot in the subdivision, the lot adjoining said zero-lot line structure is subject to a maximum 2-foot roof overhang easement from the zero lot line structure. Any roof

extending into said easement must be provided with a rain gutter, which will prevent drainage from being discharged into the overhang easement.

12. No firearms shall be discharged nor shall any hunting be done with any type of weapon within said subdivision.
13. No part or a portion of such subdivision shall be used as a junk yard or as an area for the accumulation of scrap or used materials and that no part of The Village shall be used for any purpose that is obnoxious or offensive to the owners of other lots in such subdivision, nor shall anything be done in such subdivision that becomes an annoyance or nuisance to the owners of other lots in said subdivision.
14. (a) Re-subdivision, partition, partial conveyance, or ownership in divided or separate interests of any tract shall be permissible and lawful only if approved in writing by the Restrictions Committee, sewer company and water company, as provided in Paragraph (b) herein, and is otherwise in full compliance with and conformity to all provisions hereof, including particularly but not limited to, the building setback requirements of paragraph 4.  
  
(b) Plans for re-subdivision as described in Paragraph 14(a) must be submitted to the Restrictions Committee, the sewer company and the water company, for approval prior to re-subdivision, partition or partial conveyance. Failure to submit plans for re-subdivision for approval will render such re-subdivision, partition, partial conveyance or ownership in divided or separate interests void and without effect.
15. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to property of the owner situated within such easement. Wherever utility easements are shown and the owner constructs a fence over said easement, the owner shall construct a gate over said easement to allow access by the authorized entity using said easements. ALL UTILITIES SHALL BE PLACED UNDERGROUND; NO POLES, OVERHEAD LINES, OVER-GROUND PIPES OR CONDUITS ARE ALLOWED.
16. No garbage or other waste shall be kept except in sanitary containers. No garbage containers shall be visible from the street or neighbor's residence except after dark the day immediately before regularly scheduled trash pick up days.
17. No professional, business or commercial activity to which the general public is invited shall be conducted on any lot.

18. (a) No outside toilets or privies shall be permitted on any lot. All toilet facilities, kitchen sinks, washing machines, bathroom drains, etc., shall be connected to the central sewage system.
  - (b) Water softeners will not be permitted to be back-flushed into sewer lines.
  - (c) All dwellings containing connections to the central sewer system must have a grease trap constructed between the dwelling unit and the central sewer system hookup.
  - (d) Homeowners who have private swimming pools are required to coordinate with the sanitation plant management prior to draining the pool into the central sewer system.
19. City Public Service Board will require the electric meter location for each duplex unit to be adjacent on one duplex wall and not located separately on each unit. In such circumstances, an easement for ingress and egress is granted to authorize City Public Service Board personnel or the owner of the meter involved for the purpose of reading and servicing said meter.
20. The drilling of water wells on any lot is prohibited.
21. No flat roofs will be permitted unless specifically approved by the Restrictions Committee. All roof coverings on the fairway lots shall be made of cedar shingle, cedar shake, and tile (clay, concrete) or metal standing seam, and all metal roofs must be bronze or painted. Composition shingles are prohibited unless specifically approved by the Restrictions Committee. Asbestos roofs may be submitted for consideration. Exterior color schemes on fairway lots must be approved by the Restrictions Committee.
22. All driveways must be paved with concrete.
23. Any exterior lighting and particularly with reference to security or trouble lights such as those normally installed by CPSB or purchased by individuals, should be installed in such a manner as not to create a horizontal exposure but rather to be shielded in order to cast light upwards or downwards in a manner not to create problems for neighboring lots or the neighborhood generally, and must comply with any City of Fair Oaks Ranch ordinance addressing light pollution or maintenance of security lights.
24. Ham radio system antennas or other similar high towers or antennas are prohibited. Television aerials must be located in the attic or connected to a master television antenna unless otherwise approved in writing by the Restrictions Committee. Dish or satellite antennas or receivers are allowed if not conspicuous from the front street view of the lot. Apparatus for solar energy, wind power, and water recapture systems are permitted. Building permits from the City of Fair

Oaks Ranch are required for such installations. These installations must be installed in a location not visible from the street, in any rights-of-way or setbacks, nor visible from the golf course or other resident's yards and must be approved by the Restrictions Committee before erection.

25. Fireplaces are required in all "zero-lot line" or detached garden-patio homes.
26. All purchasers of fairway lots are required to complete the construction of a main dwelling unit on said fairway lot within five years from the date of purchase of said lot. If at the expiration of five years from the date of said purchase said main dwelling unit has not been constructed, the grantors reserve the right to repurchase said lot at its original sales price.
27. All property owners are required to maintain their lots, whether vacant or occupied, so as to not become overrun with tall grass, heavy brush, rubbish or trash. If, in the opinion of the Restrictions Committee, any property owners' lot becomes so overrun with tall grass, brush, rubbish or trash so as to cause a nuisance in the subdivision, the Restrictions Committee [not FORHA as previously provided] is authorized to clean up said lot at the expense of the property owner. If said cleaning fee is not paid within 60 days from the date of said cleanup, the expense of the cleanup will become a lien on the property in favor of the Fair Oaks Ranch Homeowners' Association until paid.
28. All property owners are required to construct a small fence conforming to utility company requirements out of rock, brick, wood, or similar materials around the electrical and telephone transformers and garbage pick-up areas located on the front of each lot to provide a screen for such areas to maintain the attractive appearance of the subdivision. Screening can also be in the form of shrubbery, vegetation, natural rocks, and other attractive landscaping that substantially shields and blocks transformers and garbage pick up areas (if the garbage pick up area is located forward of the dwelling) from any view from the street. No landscaping should ever be installed or maintained in a manner that is violative of any City Ordinances.

## B. RESTRICTIONS COMMITTEE

1. PRIOR TO ANY CONSTRUCTION ON ANY LOT, A COMPLETE SET OF PLANS AND SPECIFICATIONS MUST BE SUBMITTED FOR REVIEW AND APPROVAL OF THE RESTRICTIONS COMMITTEE (which may be submitted to the Restrictions Committee for Unit F-1 a/k/a The Village, c/o Fair Oaks Ranch Homeowners Association by hand-delivery) ALONG WITH THE SUBMISSION OF SUCH PLANS AND SPECIFICATIONS A FEE OF \$75.00 PAYABLE TO THE FAIR OAKS RANCH HOMEOWNERS ASSOCIATION SHALL BE SUBMITTED TO COVER THE EXPENSES OF THE COMMITTEE IN REVIEWING THE PLAN AND MAKING REQUIRED

INSPECTIONS BEFORE CONSTRUCTION IS STARTED. The plans and specifications must state the total living area available in each single-family dwelling unit, exclusive of garages, porches and breezeways. In addition, for each of the aforesaid listed buildings, a plot plan must be submitted which shows all elevations, with the locations of each building with reference to front, side and rear setback lines, and which shows all utility, drainage, and other easements affecting side lot.

2. The aforesaid fee of \$75.00 may be increased at the discretion of the Restrictions Committee to the extent necessary to cover the expenses of the Committee in making the required review of plans and specifications and inspections pertaining thereto.
3. Failure to receive a response from the Restrictions Committee within thirty (30) days from the date of submission to the Chairperson of the Restrictions Committee or Fair Oaks Ranch Homeowners Association (acting only as the liaison to the Restrictions Committee) will constitute approval of said plans and specifications.
4. All architecture plans and buildings in the Subdivision shall comply with all applicable laws and building codes as well as with general and special restrictions herein, and any variances therefrom shall be subject to the approval of the Restrictions Committee.
5. All powers and rights previously vested in the Architectural Review Committee and the Village Assessment Committee are hereby vested exclusively in the Restrictions Committee. The Architectural Review Committee and the Restrictions Committee shall be and is hereby combined to be one and the same, consisting of 5 members. The original Restrictions Committee consisted of nominees of the original Declarant and the present Restrictions Committee consists of 5 duly appointed members that the Restrictions Committee determined duly descended from the original Restrictions Committee as permitted by the original Restrictions. Any provision in the prior Restrictions that previously mentioned Architectural Review Committee is now considered to reference the Restrictions Committee. Further, the rights and powers of the Village Assessment Committee created in the 1980 amendment to the original Restrictions is also hereby merged into and combined into the Restrictions Committee. All prior members of the Architectural Review Committee and Village Assessment Committee have resigned in favor of the transfers of such functions and powers into one Committee, the Restrictions Committee.
6. A quorum necessary to conduct Restrictions Committee business shall be a majority of such Committee members then comprising the Restrictions Committee; a majority of such members present (either physically or via teleconference or substantially similar electronic presence) at any Restrictions Committee meeting may make decisions on behalf of the Restrictions Committee.



The composition of the Restrictions Committee, or the filling of a vacancy on the Restrictions Committee after the date of these amendments, may be but is not required to be filed with the Bexar County Deed Records in recordable form. Information relating to the Committee Chairperson and the identity of the members comprising the Restrictions Committee will be made reasonably available to Fair Oaks Ranch Homeowners Association, Inc. (FORHA).

7. The Restrictions Committee retains the right in furtherance of a uniform plan for the development of Fair Oaks Ranch Bexar County Unit F-1, Bexar County, Texas, as a high-class residential subdivision, but subject to the limitations hereinafter recited, to execute amendments to, including granting variances from and on, the aforesaid restrictive covenants and use limitations in such subdivision, provided they, in the exercise of their best judgment and discretion, are of the opinion that any such amendments or variances would be in furtherance of the uniform plan for the development of such subdivision. Such Restrictions Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. The Restrictions Committee shall be vested with all of the duties, powers, prerogatives and discretions conferred in the original Restrictions as previously amended that had been granted to the Architectural Review Committee and Village Assessment Committee. Any vacancies in the Restrictions Committee by death, resignation or otherwise (with it being understood that the sale by any member of the Restrictions Committee of all of his property in the Subdivision will be for purposes hereof construed as a resignation by him or her from the Restrictions Committee) may be filled by the remaining members of the Restrictions Committee for the remainder of such term. Any filling of a vacancy need not be filed by recordable instrument filed in the Deed Records of Bexar County, Texas.
  
8. Notwithstanding the foregoing, however, it is expressly understood that any time the then owners of a majority of the lots in such subdivision, with any husband and wife being considered as one owner, may by instrument in writing filed in the Deed Records of Bexar County, Texas elect a five member Restrictions Committee for the Subdivision and any committee so appointed shall thereafter be vested with all of the duties, powers, discretions and prerogatives of the original Restriction Committee and Architectural Review Committee and Village Assessment Committee provided for in the original Restrictions as previously amended. The Restriction Committee may by letter delivered to the party involved grant variances from any one or more of the above recited limitations and restrictions insofar, and only insofar, as they pertain to individual lots in such subdivision. Any amendments to or variances from such limitations and restrictions made or granted by said Restrictions Committee pertaining to all of the lots in such subdivision may be made only by appropriate written instrument filed in the Deed Records of Bexar County, Texas. In connection with the foregoing, however, it is accordingly here provided that the Restrictions Committee shall have no power or authority to grant variances from or amendments to such limitations and restrictions which would permit the use of

any lot in the Subdivision for commercial purposes, except for a temporary sales office used for original sales of lots or homes by Fairco, Inc. or its authorized agent.

9. The administration and maintenance of common areas and the provisions for lawn maintenance services for the common areas and all homeowners' properties in Unit F-1 and the funds collected for those purposes from each lot owner in The Village (Subdivision) will be decided solely by majority vote of the Restrictions Committee (previously performed by the Assessment Committee). The Restrictions Committee shall have the right to maintain those areas outside the exterior and patio walls of all lots within the Village, whether vacant or occupied, so as not to allow such portions of such lots as are outside exterior walls and patio areas of any dwellings within the Village, if any, to become overrun with tall grass, brush, rubbish or trash, and in order to keep all grass and landscaping in an attractive appearance including the right to use water from exterior spigots of any dwellings in the Village for the purposes of such lawn maintenance and care in such volume and amount as the Restrictions Committee deems advisable. All costs of such lawn care and maintenance, other than for water, will be included as assessments to the lot owner. The Restrictions Committee, its agents and contractors, shall have a non-exclusive permanent easement over and across all areas outside the premises of any dwellings and enclosed patio areas located on lots within the Village for the purpose of completing such lawn maintenance and the right to use water as set forth above shall be without cost to the Restrictions Committee or reimbursement to the lot owners.
10. The Restrictions Committee will use its best efforts to maintain records of the Committee affairs and administer assessments in the Subdivision using proper accounting and collection procedures. Each property will be assessed by the Restrictions Committee equally to cover the costs of the lawn maintenance contract for all homes as well as the common area, water expense (for common area at entrance), bookkeeping expense and any other expense as deemed necessary by a majority of the Restrictions Committee. Such assessments, together with 8% interest, costs and reasonable attorneys' fees incident to collection, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, and such obligation shall pass to the successors of title of such person or persons if a lien for such assessment is filed on the lot prior to any sale or transfer of the lot.
11. In the event of any dispute involving the Restrictions Committee's exercise of discretion, the Restriction Committee's exercise of such discretion and authority will be considered to be presumptively reasonable and shall control unless, after an unsuccessful mediation of such dispute, such exercise of discretion and authority by the Committee is successfully judicially challenged by clear and convincing proof that such exercise of discretion by the Committee was arbitrary,

capricious, or discriminatory. To assist in attracting volunteer candidates to serve on this Committee without remuneration, under no circumstances shall an owner or occupier of a lot in the Subdivision sue one or more individual members of the Restrictions Committee (or any former members of the Restrictions Committee) for any monetary damages in connection with their service or participation on the Restrictions Committee or on behalf of the Restrictions Committee, or alleged lack of sufficient or appropriate participation on the Restriction Committee.

12. Annual meetings of the lot owners in the Subdivision may be urged on a date designated by the Restriction Committee. Such notice if given, will be given at least 10 (ten) days in advance but not more than 45 (forty-five) days in advance of such meetings and shall be complete and deemed to have been given upon deposit of the same in the United States mail, or by email. To the extent practical, the Restrictions Committee will heed as their own action any majority vote of those present at such meeting if at least 20% attendance of homeowners attends in person or by proxy. Only Unit F-1 homeowners or lot owners who are current on all dues and assessments will have the right to vote on any topic at any annual meeting of the homeowners.
13. The current Restrictions Committee members are as set forth below, holding the position numbers designated below. As of 2011, assuming a quorum exists at an annual meeting of the property owners of Unit F-1; the Restrictions Committee will seek to call an annual meeting of the property owners in Unit F-1 in the Subdivision, and if a quorum exists will begin having its members submitted for election. Positions 1, 2 and 3 will be up for election in 2011, with Positions numbers 4 and 5 up for election during the next annual meeting thereafter held by the Restrictions Committee members. Members shall serve for three-year terms (or longer if no annual meeting of the Class owners is held). Any Restrictions Committee member may be removed by a majority vote of the residents of Unit F-1 (the Subdivision) at any special or annual meeting assuming there is at least a quorum of at least 20% of the homeowners (defined as one vote per lot) present.

### C. FAIR OAKS RANCH HOMEOWNERS' ASSOCIATION

1. All lot owners in the Subdivision are mandatory members of Fair Oaks Ranch Homeowners Association ("FORHA") required to pay FORHA's assessments in addition to any assessments levied by the Restrictions Committee pursuant to the provisions above. More specifically, all lot owners shall become and continue to be members of the Fair Oaks Ranch Homeowners' Association and agree to comply with its governing articles and bylaws, the purposes of which are to provide various services and facilities for the use and benefit of the property owners, and all lot owners agree to accept such membership and to perform and be bound by the obligations, terms and conditions of membership in such Homeowners' Association in accordance with its duly provided charter, by-laws, and resolutions.

2. Maintenance costs of private roads, private rights-of-way, and common areas, if any, within Unit F-1, and any other subsequently platted units in Fair Oaks Ranch which are designated by Fairco, Inc. to share common areas and services with Unit F-1, which are not available generally to the residents of Fair Oaks Ranch (both Unit F-1 and such additional units being hereinafter collectively called "the Village"), as well as maintenance costs of any swimming pool facilities designated for the exclusive use by The Village lot owners will be borne by the lot owners of The Village.
3. The Restrictions Committee shall have the right to maintain those areas outside the exterior and patio walls of all lots within the Village, whether vacant or occupied, so as not to allow such portions of such lots as are outside exterior walls and patio areas of any dwellings within the Village, if any, to become overrun with tall grass, brush, rubbish or trash, and in order to keep all grass and landscaping in an attractive appearance including the right to use water from exterior spigots of any dwellings in the Village for the purposes of such lawn maintenance and care in such volume and amount as the Restrictions deems advisable. The Restrictions Committee, its agents and employees shall have a non-exclusive permanent easement over and across all areas outside the premises of any dwelling and enclosed patio areas located on lots within the Village for the purpose of completing such lawn maintenance and the right to use water as set forth above shall be without cost to the Restrictions Committee or reimbursement to the lot owners.
4. Fairco, Inc., shall have the right to designate other and subsequently platted units within Fair Oaks Ranch to share the use of any private roads or rights-of-way, and common areas and common area recreational facilities, if any within Unit F-1 provided the restrictions applicable to such subsequently platted subdivision call for a pro-rata sharing of any maintenance and administrative costs of roads, common areas, services and facilities provided based upon the total number of lots sharing such roads, common areas, and services and facilities. Such units shall also be known as "The Village".
5. Fairco, Inc., shall have the right to dedicate or convey common areas and any recreational facilities located within the Village for the exclusive use of the owners of lots within the Village, members of such owners families and their guests by filing a Statement of Dedication setting forth the terms, conditions, restrictions applicable thereto in the Real Property Records of Bexar County, Texas.

Effective this date in October 2010 following a meeting of the Restrictions Committee for which all members unanimously voted in favor of these amended Restrictions.

Executed in October 2010.

**Restrictions Committee, Bexar County Unit F-1 ("The Village")**

By: *Joe Lusk*  
Joe Lusk  
Its Chairman, and Member  
Position No. 2  
(and acknowledged below)

By: *Chuck Ellenwood*  
Chuck Ellenwood  
Member of Restriction Committee  
Position No. 1

By: *Nollie Swynnerton*  
Nollie Swynnerton  
Member of Restriction Committee  
Position No. 3

By: *Mike Fosdick*  
Mike Fosdick  
Member of Restriction Committee  
Position No. 4

By: *Nancy Schiefsky*  
Nancy Schiefsky  
Member of Restriction Committee  
Position No. 5

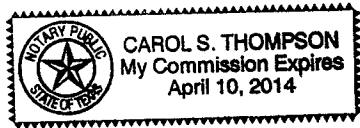
STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

Before me, the undersigned authority on this day personally appeared Joe Lusk, Chairperson of the Restrictions Committee for Bexar County Unit F-1 ("The Village"), and personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein, and that said Restrictions Committee voted unanimously in support of the adoption and filing of the foregoing amended Restrictions applicable to Bexar County Unit F-1 ("The Village").

Given under my hand and seal of office this 18 day of October 2010.

*Carol S. Thompson*  
Notary Public in and for the State of Texas

After recording return to:  
Peter L. Kilpatrick  
Counsel to Unit F-1 a/k/a The Village  
Langley & Banack, Inc  
San Antonio, Texas 78212



Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law  
STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

**OCT 27 2010**



*Gerard Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20100193640 Fees: \$68.00  
10/27/2010 1:27PM # Pages 14  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK